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12 MARCELO MUTO and NOAH BREEZE
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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MARCELO MUTO, NOAH BREEZE,
and all others similarly situated,

v.
Plaintiffs,

FENIX INTERNATIONAL LIMITED;
FENIX INTERNET LLC,

Defendants.

Case No.: 5:22-cv-02164-SSS-KK

SECOND AMENDED CLASS
ACTION COMPLAINT

Judge: Hon. Sunshine Suzanne
Sykes

JURISDICTION

1. This Court's jurisdiction over this matter was correctly set forth in the notice of removal filed by Defendants on December 5, 2022. As explained therein, jurisdiction lies under 28 U.S.C. §§ 1332(d), 1441, and 1446.

INTRODUCTION

4.2. Pursuant to California Code of Civil Procedure section 472(1)Federal Rule of Civil Procedure 15(a)(2) and California Civil Code § 1782(d), Plaintiffs Marcelo Muto and Noah Breeze hereby amends the class action complaint he initially filed in this action on October 10, 2022that was removed to this Court on December 5, 2022.

2.3. California’s Automatic Renewal Law (the “ARL”) requires that when a business enrolls a California consumer in a service that automatically renews at the end of an initial enrollment period, the business must disclose the terms of that automatic renewal “in a clear and conspicuous manner” before the initial subscription is consummated, and thereafter send the user an acknowledgment further describing the auto-renewal terms and providing information as to how the user can readily cancel before incurring an auto-renewal charge.

3.4. Defendants own and operate the popular sexual content platform “OnlyFans,” through which consumers can “subscribe” to the OnlyFans accounts of one or more among thousands of different performers, known as “content creators.” Consumer subscriptions are the cornerstone of Defendants’ revenue model. Yet in violation of California’s ARL, by failing to clearly and conspicuously advise its customers that their initial subscription to a creator will be automatically renewed, OnlyFans tricks its customers into making recurring payments, triggering a charge to the customer’s debit or credit card ranging from \$4.99 to \$49.99 for the following month.

4.5. Plaintiffs Marcelo Muto and Noah Breeze brings this action to obtain injunctive and monetary relief for himself_themselves and all other similarly situated OnlyFans customers in California, who entered an automatic renewal plan without receiving the pre- and post-subscription disclosures that are required by California law.

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6. Plaintiff Marcelo Muto is a resident of Riverside County, California.

5.7. Plaintiff Noah Breeze is a resident of Los Angeles County, California.

6.8. Defendant Fenix International Limited (“FIL”) is, on information and belief, a business entity incorporated under the laws of the United Kingdom, with its principal place of business in London. FIL is the counterparty to the Terms of Service that customers of OnlyFans.com enter when they become members of the site, and thus does business throughout the United States, including with hundreds or thousands of residents of Riverside County. On information and belief, FIL is the business entity that receives some or all of the automatic renewal fees that are paid by OnlyFans customers and that are the subject of this complaint.

7.9. Defendant Fenix Internet LLC is a Delaware limited liability company that is headquartered in Florida. On information and belief, Fenix Internet LLC is a wholly owned subsidiary of FIL, and is the company through which OnlyFan's content creators receive payment. Accordingly, Fenix Internet LLC is, or has been, continuously in possession of money wrongfully taken from Plaintiff and the class he seeks to represent, and which is to be restored to those consumers by virtue of this lawsuit.

VENUE

8.10. Venue is proper in this jurisdiction because Plaintiff ~~s~~ resides in Riverside and Los Angeles counties, ~~County~~ and entered into the transactions at issue in this case in ~~Riverside County~~ this District.

APPLICABLE LAW

9.11. In 2009, the California Legislature passed Senate Bill 340, which took effect on December 1, 2010 as Business & Professions Code section 17600 *et seq.*, commonly known as the Automatic Renewal Law or “ARL.” The ARL was passed because:

It has become increasingly common for consumers to complain about unwanted charges on their credit cards for products or services that the consumer did not explicitly

1 request or know they were agreeing to. Consumers report they
2 believed they were making a one-time purchase of a product,
3 only to receive continued shipments of the product and
charges on their credit card. These unforeseen charges are
often the result of agreements enumerated in the “fine print”
on an order or advertisement that the consumer responded to.

4 ¶10.12. The Assembly Committee on the Judiciary provided the following
5 background for the legislation:

6 This non-controversial bill, which received a unanimous vote
7 on the Senate floor, seeks to protect consumers from
unwittingly consenting to “automatic renewals” of
subscription orders or other “continuous service” offers.
According to the author and supporters, consumers are often
9 charged for renewal purchases without their consent or
knowledge. For example, consumers sometimes find that a
magazine subscription renewal appears on a credit card
statement even though they never agreed to a renewal.

10 ¶11.13. The ARL seeks to ensure that, before there can be a legally-binding
11 automatic renewal or continuous service arrangement, there must first be clear and
12 conspicuous disclosure of certain terms and conditions and affirmative consent by the
13 consumer. To that end, § 17602(a) makes it unlawful for any business making an
14 automatic renewal offer or a continuous service offer to a consumer in California to do
15 any of the following:

16 a. Fail to present the automatic renewal offer terms in a clear and
17 conspicuous manner before the subscription or purchasing agreement is fulfilled and in
18 visual proximity to the request for consent to the offer. For this purpose, “clear and
19 conspicuous” means “in larger type than the surrounding text, or in contrasting type, font,
20 or color to the surrounding text of the same size, or set off from the surrounding text of
21 the same size by symbols or other marks, in a manner that clearly calls attention to the
22 language.” The statute defines “automatic renewal offer terms” to mean the “clear and
23 conspicuous” disclosure of the following: (1) that the subscription or purchasing
24 agreement will continue until the consumer cancels; (2) the description of the cancellation
25 policy that applies to the offer; (3) the recurring charges that will be charged to the
26 consumer’s credit or debit card as part of the automatic renewal plan or arrangement, (4)
27 the length of the automatic renewal term or that the service is continuous; and (5) the

1 minimum purchase obligation, if any.

2 b. Charge the consumer's credit or debit card for an automatic renewal or
3 continuous service without first obtaining the consumer's affirmative consent to the
4 agreement containing the automatic renewal offer terms, including the terms of an
5 automatic renewal offer or continuous service offer that is made at a promotional or
6 discounted price for a limited period of time.

7 c. Fail to provide an acknowledgment that includes the automatic renewal
8 terms, cancellation policy, and information regarding how to cancel in a manner that is
9 capable of being retained by the consumer. Section 17602(b) requires that the
10 acknowledgment specified in § 17602(a)(3) include a toll-free telephone number,
11 electronic mail address, or another "cost-effective, timely, and easy-to-use" mechanism
12 for cancellation.

13 12.14. If a business sends any goods, wares, merchandise, or products to a
14 consumer under a purported automatic renewal or continuous service arrangement without
15 first obtaining the consumer's affirmative consent to an agreement containing the "clear
16 and conspicuous" disclosures as specified in the ARL, the goods, wares, merchandise,
17 and/or products are deemed to be an unconditional gift to the consumer, who may use or
18 dispose of them without any obligation whatsoever. While the ARL does not include a
19 private right of action, a violation nevertheless gives rise to restitution and injunctive
20 relief under the False Advertising Law and Unfair Competition Law.

21 **FACTUAL ALLEGATIONS**

22 13.15. Every subscription to a creator's content on OnlyFans violates the ARL in
23 numerous ways, but primarily by:

- 24 (1) failing to "present the automatic renewal offer terms . . . in a clear and
25 conspicuous manner" before payment is made, in violation of section
26 17602(a)(1);
27 (2) charging the consumer's credit or debit card "without first obtaining the
28 consumer's affirmative consent to the agreement containing the automatic

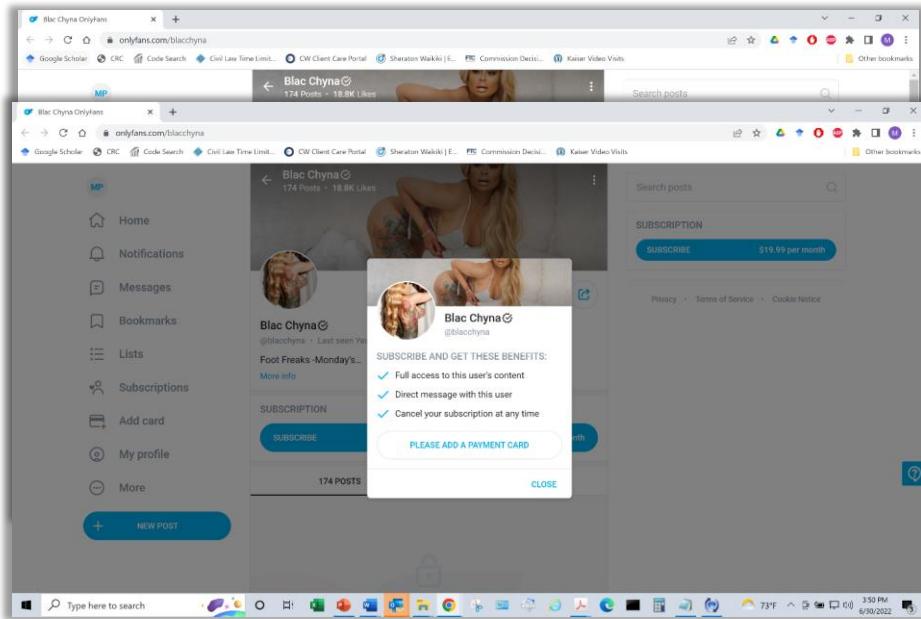
1 renewal offer terms” in violation of section 17602(a)(2); and
2 (3) failing to “provide an acknowledgment that includes the automatic
3 renewal offer terms . . . cancellation policy, and information regarding how
4 to cancel” in violation of section 17602(a)(3).

5 ¶4.16. The foregoing violations are all made obvious through an illustration of an
6 exemplary enrollment to the OnlyFans account of the popular Kardashian-adjacent
7 celebrity and OnlyFans content creator known as “Blac Chyna,” who is reported to have
8 been the top-earning creator on OnlyFans for 2021, generating revenue for Defendants of
9 \$20 million per month.

10 ¶5.17. A user joins OnlyFans by navigating to OnlyFans.com and clicking a
11 hyperlink titled “Sign up for OnlyFans.” The user then creates an account by choosing a
12 user name, and inputting their email address and choosing a password. After receiving an
13 email at that address to “verify your email address,” the user is taken to a “Home” screen
14 with a menu on the left, a middle section with a selection of “posts” made by users and
15 creators, a search tool for finding creators, and a list of “suggestions” on the right,
16 highlighting certain content creators whose profiles the user can scroll through.

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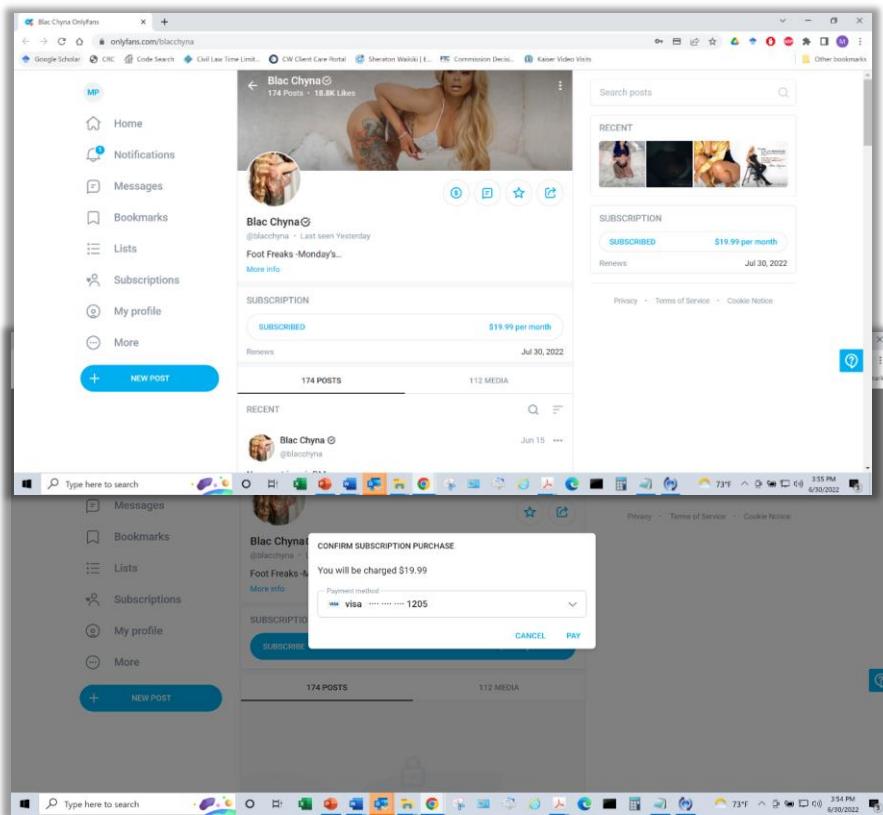
1 16.18. When a user searches and then navigates to the profile page for Blac Chyna,
2 for example, they are presented with the following screen:



17 17.19. Upon clicking the “SUBSCRIBE” button, the user is advised of certain
18 “benefits” from the subscription and is asked to add a payment card:

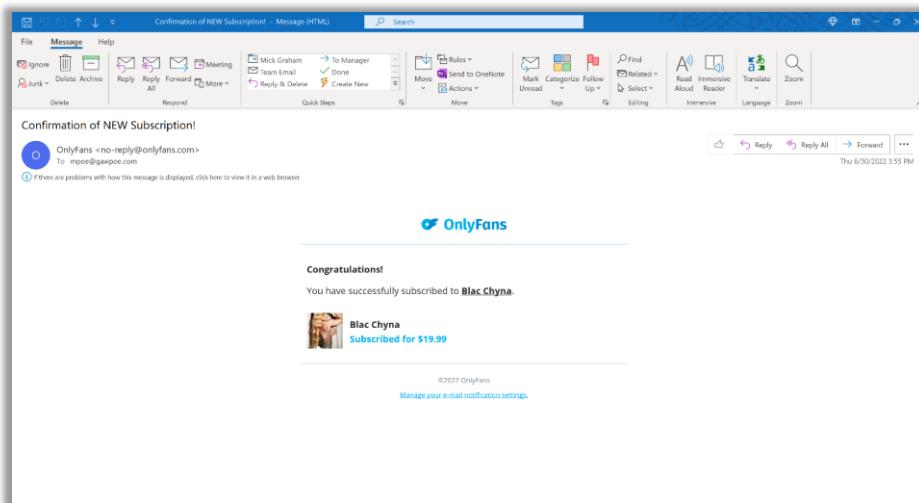
1 18.20. The user then inputs their credit card information, and receives an on-screen
 2 confirmation that “You will be charged \$19.99,” with no suggestion that the charge will
 3 be recurring:

4 19.21. After clicking the “PAY” link on that screen the user is returned to the
 5 creator’s profile page, where a box in the middle of the page notes that the user is
 6 “SUBSCRIBED” in bold blue font, and with only a one-word indication (in smaller,
 7 lower-case, light gray font) that the subscription “Renews,” and with the renewal date
 8 indicated in similarly small, light-gray font:



27 20.22. As shown, the creator’s profile page does not include any indication as to
 28 how one can “unsubscribe,” or otherwise cancel future monthly payments.

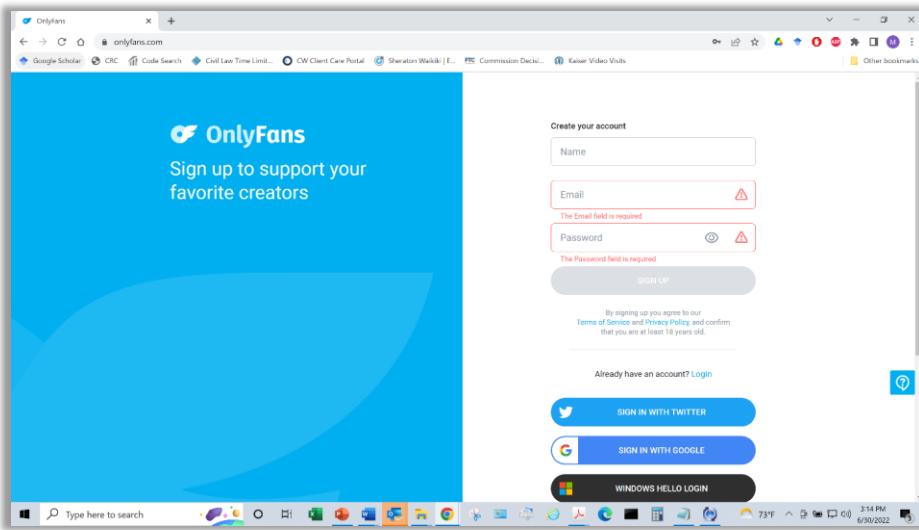
1 21-23. Upon making payment, the user will sometimes receive a confirmation
 2 email at the address they used in the sign-up process. That bare-bones confirmation email
 3 does not provide any information or reminder that the charge will be recurring or
 4 automatically renew, nor does it provide any information as to how the user can
 5 “unsubscribe,” Defendants’ cancellation policy, or any of the other information required
 6 by section 17602(a)(3):



18 22-24. In other circumstances, the details of which are unknown to Plaintiffs prior
 19 to taking discovery in this matter, the user receives no acknowledgement whatsoever after
 20 making payment, as exemplified by the instance where one pays \$6.99 to follow the
 21 creator known as @annie_kay.

22 23-25. Furthermore, nowhere in the foregoing enrollment process to a particular
 23 creator’s account do Defendants “first obtain[] the consumer’s affirmative consent to the
 24 agreement containing the automatic renewal offer terms,” which is in further violation of
 25 section 17602(a)(2). In particular, on the webpage in the sign-up process where a user
 26 selects a username and inputs his or her email address and selects a password, Defendants
 27 include (in light grey and light blue, extremely small text) a notification that “By signing
 28

1 up you agree to our Terms of Service and Privacy Policy,” with hyperlinks to those
2 documents, as seen in the following screenshot:



15 24.26. Clicking on the “Terms of Service” link takes a user to a separate webpage
16 that consists of a 36-page set of “terms.” Nowhere in that document are the terms of
17 Defendants’ automatic renewal offer set forth clearly and conspicuously either, in further
18 violation of ARL section 17602. Rather, the automatic renewal explanation is buried in
19 section 8.h of that document, on its fifteenth page, where it is presented in a way that is
20 indistinguishable from any other term in the agreement.

21 25.27. All of these violations of the ARL occur systematically, in that each user
22 who subscribes to each content creator’s account receives the exact same legally
23 inadequate disclosures on the front end of the transaction, and the exact same inadequate
24 “acknowledgement” (or lack of any acknowledgement whatsoever) on the back end of the
25 transaction.

26 26.28. Plaintiff Marcelo Muto was subject to this same pattern of violation of the
27 ARL when he subscribed to follow the account of an OnlyFans creator called
28 “@taste.of.heaven” in February 2021. Mr. Muto paid the initial subscription fee to that

1 account, and in doing so failed to receive an adequate set of disclosures at the time of that
2 transaction to clearly and conspicuously advise him that his card would be automatically
3 billed upon expiration of his initial enrollment period. Similarly, upon information and
4 belief Mr. Muto did not receive any post-transaction acknowledgement advising him of
5 the matters set forth in section 17602(a)(3), but if he did, that acknowledgement would
6 have consisted of nothing beyond the Blac Chyna confirmation email excerpted above.

7 27.29. Mr. Muto was thereafter charged a \$29.99 automatic renewal fee on or
8 about March 14, 2021. Only when Mr. Muto thereupon contacted Defendants to complain
9 about the charge—advising that “I was charged 30 dollars unintentionally”—did
10 Defendants respond through a customer service representative called “Evans” with the
11 explanation:

12 Hi there,

13 Thanks for reaching out.

14 The auto-renewal for the subscription to @taste.of.heaven was
15 not disabled before the next billing date. The auto-renew
feature was enabled from the start, I am sorry you did not
16 notice this at first.

17 You may cancel your subscription at any time, which will
18 allow you to access the user’s profile until the end of the
existing billing period, where you will lose access to the
content and will not be re-billed. Navigate to this page and
19 make sure that Auto-Renew for your subscription is disabled:
<https://onlyfans.com/my/subscriptions/>

20 If you see a Subscribed button and the renewal date for the
21 corresponding subscription - it is set for Auto-Renew. And if
you see the Renew button and the expiration date - it means
that Auto-Renew is already disabled.
22

23 Users can unsubscribe anytime, but there are no refunds as all
24 subscriptions are final and non-refundable. Please see more
details at this page: <https://onlyfans.com/terms>

25 Feel free to let us know if we can help you with anything else
in the future.

26 Evans

27 30. In other words, Defendants fully acknowledged the likelihood that Mr. Muto
28 “did not notice this at first,” (*i.e.*, that “[t]he auto-renew feature was enabled”), but

1 nevertheless advised that “there are no refunds as all subscriptions are final.” Had Mr.
2 Muto received the clear and conspicuous disclosures required by the ARL at the time he
3 initially subscribed to @taste.of.heaven, and the post-subscription acknowledgment
4 required by section 17602(a)(3) with details on the auto-renewal offer and a readily
5 accessible means of canceling, he would have canceled his subscription prior to the
6 renewal date, and would not have lost \$29.99 to Defendants.

7 31. Plaintiff Noah Breeze was subject to this same pattern of violation of the
8 ARL when he subscribed to follow the account of an OnlyFans creator called
9 “@cheriedeville.” Mr. Breeze paid the initial subscription fee to that account, and in
10 doing so failed to receive an adequate set of disclosures at the time of that transaction to
11 clearly and conspicuously advise him that his card would be automatically billed upon
12 expiration of his initial enrollment period. Similarly, upon information and belief Mr.
13 Muto did not receive any post-transaction acknowledgement advising him of the matters
14 set forth in section 17602(a)(3), but if he did, that acknowledgement would have consisted
15 of nothing beyond the Blac Chyna confirmation email excerpted above.

16 32. Mr. Muto was thereafter charged a \$14.99 automatic renewal fee on or
17 about January 24, 2022. Only when Mr. Muto thereupon contacted Defendants to
18 complain about the charge—advising that “I have no active subscriptions and just saw this
19 on my credit card statement”—did Defendants respond through a customer service
20 representative called “Dwayne” with the explanation:

21 Hi there,
22 Thank you for using OnlyFans.
23 According to our system, your account associated with the
24 email address noahbreeze@gmail.com was charged \$14.99 on
25 Jan 24, 2022 for the subscription renewal to the user
26 @cheriedeville. The auto-renew feature is enabled by default.
27 You have been notified about upcoming renewals via feed
28 hints.
29 You may cancel your subscription at any time, which will
30 allow you to access the user's profile until the end of the
31 existing billing period, where you will lose access to the
32 content and will not be re-billed. Navigate to this page and

1 make sure that Auto-Renew for your subscription is disabled:
2 <https://onlyfans.com/my/subscriptions/active>

3 If you see a Subscribed button and the renewal date for the
4 corresponding subscription - it is set for Auto-Renew. And if
you see the Renew button and the expiration date- it means
that Auto-Renew is already disabled. Simply click on the
corresponding button to change the Auto-Renew status.

5 Users can disable their subscriptions anytime, but all payments
6 on our platform are final and non-refundable. Please see more
details on this page: <https://onlyfans.com/terms>.

7 Check out some useful info here and feel free to let us know
8 anytime you need help.

9 Dwayne

10 OnlyFans

11 28.33. In other words, Defendants fully acknowledged that “[t]he auto-renew
12 feature is enabled by default,” and that the primary notice of such a renewal that Mr.
13 Breeze received were “hints” he supposedly received in his “feed.” As with Mr. Muto,
14 Defendants advised Mr. Breeze that “all payments on our platform are final and non-
15 refundable.” Had Mr. Breeze received the clear and conspicuous disclosures required by
16 the ARL at the time he initially subscribed to @cheriedeville, and the post-subscription
17 acknowledgment required by section 17602(a)(3) with details on the auto-renewal offer
18 and a readily accessible means of canceling, he would have canceled his subscription prior
19 to the renewal date, and would not have lost \$14.99 to Defendants. Mr. Breeze believes
20 that he paid additional automatic renewal fees for subscriptions to other creators, but at
this time has not been able to identify them.

21 **CLASS ALLEGATIONS**

22 29.34. Mr. Muto’s and Mr. Breeze’s experiences with Defendants’ deceptive
23 automatic renewal scheme ~~is-are~~ far from unique. Indeed, every California consumer who
24 subscribed to every creator account within the relevant statute of limitations period failed
to receive the disclosures that California law requires in exactly the same way that Mr.
25 Muto and Mr. Breeze failed to receive them. Because all of those automatic renewal fees
assessed against California consumers were “unlawful,” B&P Code § 17602(a), Mr.
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1 Muto, Mr. Breeze, and all members of the class he-they seeks to represent are entitled to
2 restitution of the fees they paid, in every successive month for which they were assessed.

3 30.35. Mr. Muto and Mr. Breeze brings this lawsuit as a class action under Code of
4 Civil Procedure § 382 on behalf of the following Class:

5 All individuals in California who subscribed to the accounts of
6 one or more OnlyFans creators in the four years preceding the
7 filing of this complaint, and who were subsequently assessed
8 an automatic renewal fee associated with those account(s),
where the charge for that fee was not charged back to
Defendants. Excluded from the Class are all employees of
Defendants, and the judicial officers to whom this case is
assigned.

9 Plaintiffs reserves the right to amend this class definition as necessary and appropriate
10 prior to moving for class certification.

11 31.36. The proposed class is so numerous that joinder of all class members would
be impracticable. Upon information and belief, Plaintiffs Mr. Muto alleges that the class
includes at least 10,000 members. The class members are all ascertainable from records
in possession of Defendants, specifically Defendants' customer and billing records.
Furthermore, Defendants' actions against class members are generally applicable to every
member of the proposed class, thereby making appropriate restitution and further
injunctive relief appropriate as to the entire proposed class.

12 32.37. The questions of law and fact that are determinative of Mr. Muto's Plaintiffs'
allegations are shared by all members of the class, and greatly predominate over any
13 individual issues. Common questions include, without limitation: (1) whether
14 Defendants present all statutorily-mandated automatic renewal offer terms in a manner
15 that is clear and conspicuous within the meaning of California law and in visual proximity
16 to a request for consent to the offer; (2) whether Defendants provide the post-transaction
17 acknowledgement disclosures required by section 17602(a)(3) of the ARL; (3)
18 Defendants' policies, practices and procedures for obtaining affirmative consent from
19 their California customers before charging their credit or debit card; and (4) the
appropriate remedies for Defendants' conduct.

33.38. Mr. Muto's Plaintiffs' claims are typical of the claims of the class members in that hethey received the exact same inadequate pre-transaction disclosures as received by all members of the class, and similarly received an inadequate post-transaction "acknowledgement" that included the contents required by section 17602(a)(3). Mr.
Muto's Plaintiffs' claims are further typical in that histheir cards wasere charged for an automatic renewal fee without Defendants having first obtained histheir affirmative consent to an agreement containing clear and conspicuous disclosure of all automatic renewal offer terms. Mr. MutoPlaintiffs furthermore haves no interests that are adverse to those of the absent class members, and hethey havehas committed to fairly and adequately protect the interests of those class members.

34.39. A class action is superior to other methods for resolving this controversy. Because the amount of restitution to which each Class member may be entitled is low in comparison to the expense and burden of individual litigation, it would be impracticable for Class members to redress the wrongs done to them without a class action forum. Furthermore, on information and belief, Class members do not know that their statutory rights have been violated, so they would be unlikely to pursue single-party remedies on their own behalf absent a class action. Class certification would also conserve judicial resources and avoid the possibility of inconsistent judgments.

FIRST CAUSE OF ACTION

(False Advertising in Violation of the California Automatic Renewal Law, B&P Code

§§ 17535; 17600 *et seq.*)

35.40. Plaintiffs hereby incorporates the allegations of all preceding paragraphs as though fully set forth herein.

36.41. Defendants enrolled Plaintiff and an untold number of California consumers who comprise the class alleged herein, into an automatic renewal program that violates the ARL by, among other things, (a) failing to present automatic renewal offer terms in a clear and conspicuous manner before a subscription or purchasing agreement is fulfilled and in visual proximity to the offer; (b) charging the consumer's credit card or

1 debit card for an automatic renewal fee without first obtaining the consumer's affirmative
2 consent to an agreement containing clear and conspicuous disclosure of all automatic
3 renewal offer terms; and (c) failing to provide an acknowledgment that includes clear and
4 conspicuous disclosure of all automatic renewal offer terms, the cancellation policy, and
5 information regarding how to cancel in a manner that is capable of being retained by the
6 consumer and that provides a mechanism for cancellation that is cost-effective, timely,
7 and easy to use, all in violation of § 17602(a) and (b).

8 37.42. Defendants' violations of the ARL are in turn a violation of California's
9 False Advertising Law, Business & Professions Code section 17500 *et seq.* Under section
10 17535 of the False Advertising Law, Plaintiffs and members of the class are entitled to an
11 injunction prohibiting further violations of the ARL, and restoring to Plaintiffs and
12 members of the class the money that Defendants acquired from them by means of the
13 ARL violations described herein.

14 SECOND CAUSE OF ACTION

15 **(Violation of the California Consumer Legal Remedies Act, Civ. Code § 1750 *et seq.*)**

16 38.43. Plaintiffs hereby incorporates the allegations of all preceding paragraphs as
17 though fully set forth herein.

18 39.44. Plaintiffs and all members of the class are "consumers" within the meaning
19 of Civil Code § 1761(d) in that Plaintiffs sought or acquired Defendants' goods and/or
20 services for personal purposes.

21 40.45. Defendants' membership program pertains to "services" within the meaning
22 of Civil Code § 1761(a) and (b).

23 41.46. The payments that Plaintiffs and members of the class made to Defendants
24 are "transactions" within the meaning of Civil Code section 1761(e).

25 42.47. Defendants have violated Civil Code § 1770, subdivisions (a)(5), (9), and
26 (14), by representing that Defendants' goods or services have characteristics that they do
27 not have; advertising goods and services with the intent not to sell them as advertised; and
28 representing that a transaction confers or involves rights, remedies, or obligations that it

1 does not have or involve, or that are prohibited by law.

2 48. Unless enjoined and restrained by this Court, Defendants will continue to
3 commit the violations alleged herein. Pursuant to Civil Code § 1780(a)(2), on behalf of
4 the Class and also for the benefit of the general public of the State of California, Plaintiffs
5 seek~~s~~ an injunction prohibiting Defendants from continuing their unlawful practices as
6 alleged herein.

7 49. Pursuant to Civil Code § 1782, more than 30 days prior to this filing Mr.
8 Muto (through his counsel) notified each Defendant of the acts and practices complained
9 of herein, and specified how they violate the CLRA. In those letters Mr. Muto further
10 demanded that Defendants rectify the issue by ceasing its unlawful practices, and making
11 restitution to all identifiable consumers in California.

12 43.50. Defendants declined to provide the relief requested in Mr. Muto's CLRA
13 demand letter. Accordingly, Plaintiffs further demand the damages and other relief that
14 they are entitled to pursuant to Civil Code § 1780(a).

15 THIRD CAUSE OF ACTION

16 **(Violation of the California Unfair Competition Law, B&P Code § 17200 *et seq.*)**

17 44.51. Plaintiffs hereby incorporate~~s~~ the allegations of all preceding paragraphs as
18 though fully set forth herein.

19 45.52. The Unfair Competition Law defines unfair competition as including any
20 unlawful, unfair, or fraudulent business act or practice; any unfair, deceptive, untrue, or
21 misleading advertising; and any act of false advertising under § 17500.

22 46.53. In the course of conducting business in California within the applicable
23 limitations period, Defendants committed unlawful, unfair, and/or fraudulent business
24 practices, and engaged in unfair, deceptive, untrue, or misleading advertising, by, inter
25 alia and without limitation: (a) failing to present automatic renewal offer terms in a clear
26 and conspicuous manner before a subscription or purchasing agreement is fulfilled and in
27 visual proximity to the offer; (b) charging the consumer's credit card or debit card for an
28 automatic renewal fee without first obtaining the consumer's affirmative consent to an

agreement containing clear and conspicuous disclosure of the automatic renewal offer terms; and (c) failing to provide an acknowledgment that includes clear and conspicuous disclosure of all automatic renewal offer terms, the cancellation policy, and information regarding how to cancel in a manner that is capable of being retained by the consumer and that provides a mechanism for cancellation that is cost-effective, timely, and easy to use, all in violation of § 17602(a) and (b).

47.54. Defendants' acts, omissions, nondisclosures, and statements as alleged herein were and are false, misleading, and/or likely to deceive the consuming public.

48.55. Plaintiffs and all members of the class have lost money as a result of Defendants' unlawful acts of unfair competition, in that Plaintiffs would not have incurred the automatic renewal fees associated with the accounts of the creators known as @taste.of.heaven and @cheriedeville had Defendants fully, clearly, and conspicuously apprised ~~him~~them of the terms of the automatic renewal offer described herein.

49.56. Pursuant to § 17203, Plaintiffs and the members of the class are entitled to restitution of all amounts paid to Defendants in connection with an automatic renewal membership program in the four years preceding the filing of this Complaint and continuing until Defendants' acts of unfair competition cease.

50.57. Unless enjoined and restrained by this Court, Defendants will continue to commit the violations alleged herein. Pursuant to § 17203, on behalf of the class, and for the benefit of the general public of the State of California, Plaintiff~~s~~ seeks an injunction prohibiting Defendants from continuing their unlawful practices as alleged herein.

PRAYER

Plaintiffs pray for judgment on behalf of himself and all members of the class alleged herein, against Defendants, as follows:

1. For restitution of the amounts unlawfully charged to the credit and debit cards of Plaintiffs and members of the class in violation of the ARL;

4.2. For damages pursuant to Civil Code § 1780(a);

2.3. For injunctive relief against further violations of the ARL by Defendants;

34. For reasonable attorneys' fees pursuant to Code of Civil Procedure § 1021.5
and Civil Code § 1780(e);

4.5. For costs of suit;

5.6. For prejudgment interest; and

6.7. For such other relief as the Court deems just and proper.

Dated: ~~October 24~~January 17, 2022 GAW | POE LLP

By: s/ *Mark Poe*
MARK POE
Attorneys for Plaintiffs